

DOCKET NO. 174

Number	Term	Year
<u>195</u>	<u>May</u>	<u>1961</u>

Hiram G. Shaw

Versus

Edgar M. Clayton

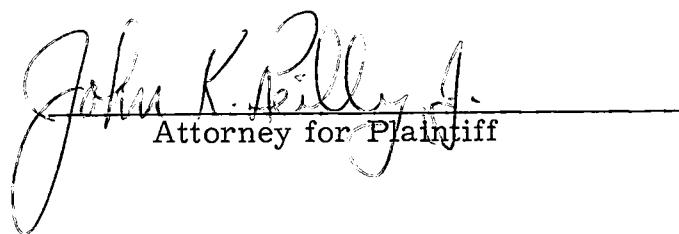
IN THE COURT OF COMMON PLEAS OF CLEARFIELD
COUNTY, PENNSYLVANIA

HIRAM G. SHAW :
VS. : : No. 195 MAY TERM, 196~~4~~
EDGAR M. CLAYTON :
31

PRAECIPE FOR JUDGMENT

TO: CARL E. WALKER, PROTHONOTARY:

Enter judgment in favor of Hiram G. Shaw, plaintiff, and
against Edgar M. Clayton, defendant, for want of an appearance and fail-
ure to file an Answer or other defensive pleading according to the cal-
culation below.


John K. Reilly, Jr.

Attorney for Plaintiff

Dated:

August , 1962

CALCULATION

Debt	\$165.00
Interest from May 9, 1960	
Costs	

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNA.

HIRAM G. SHAW :
VS. : No. 195 MAY TERM, 1962
EDGAR M. CLAYTON :
:

AFFIDAVIT O F DEFAULT

STATE OF PENNSYLVANIA : SS:
COUNTY OF CLEARFIELD :

JOHN K. REILLY, JR., being duly sworn according to law,
deposes and says as follows:

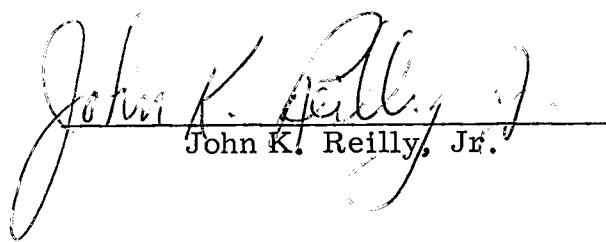
(1). That he is the counsel for Hiram G. Shaw and as such he is duly
authorized to make this affidavit.

(2). That the above named defendant, Edgar M. Clayton is indebted
to Hiram G. Shaw in the sum of one hundred sixty-five dollars (\$165.00)
together with interest from May 9, 1960 and costs of suit,

(3). That complaint was filed to No. 195 May Term 1961 and defendant
was served with a certified copy of complaint on July 26, 1962.

(4). That the twenty (20) day period for filing an answer has passed
and the defendant has neither filed said answer or entered an appearance.

(5). Said defendants have no defense to said obligation, the same is
past due and justly due and owing.

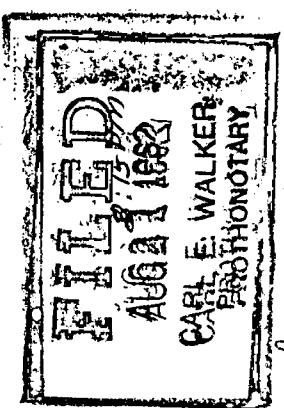

John K. Reilly, Jr.

Sworn to and subscribed
before me this 21 day
of August, 1962.



PROTHONOTARY

My Commission Expires
1st Monday Jan. 1966



Statement made
made

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNA.

HIRAM G. SHAW :
VS. : No. 195 MAY TERM, 1962
EDGAR M. CLAYTON :

AFFIDAVIT O F DEFAULT
Affidavit

STATE OF PENNSYLVANIA : SS:
COUNTY OF CLEARFIELD :

JOHN K. REILLY, JR., being duly sworn according to law,
deposes and says as follows:

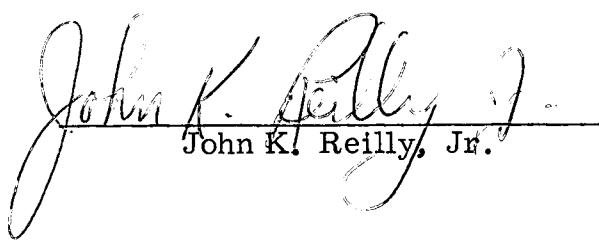
(1). That he is the counsel for Hiram G. Shaw and as such he is duly
authorized to make this affidavit.

(2). That the above named defendant, Edgar M. Clayton is indebted
to Hiram G. Shaw in the sum of one hundred sixty-five dollars (\$165.00)
together with interest from May 9, 1960 and costs of suit.

(3). That complaint was filed to No. 195 May Term 1961 and defendant
was served with a certified copy of complaint on July 26, 1962.

(4). That the twenty (20) day period for filing an answer has passed
and the defendant has neither filed said answer or entered an appearance.

(5). Said defendants have no defense to said obligation, the same is
past due and justly due and owing.


John K. Reilly, Jr.

Sworn to and subscribed
before me this 21 day
of August, 1962.



PROTHONOTARY
My Commission Expires
1st Monday Jan. 1966

IN THE COURT OF COMMON
PLEAS OF CLEARFIELD COUNTY,
PENNA. No. 195 May Term 1961

HIRAM G. SHAW
550 West Front Street
Clearfield, Penna.

-VS-

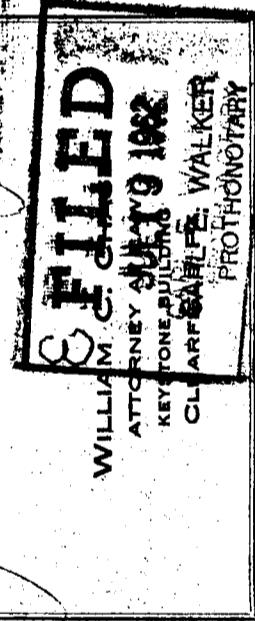
EDGAR M. CLAYTON
314 Nicholes Street
Clearfield, Penna.

C O M P L A I N T

To the herein named Defendant;

You are hereby notified to
plead to the enclosed complaint
within twenty (20) days from
service hereof.

W.M.
William M. Walker
Attorney for Plaintiff



IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNA.

HIRAM G. SHAW
550 West Front Street
Clearfield, Penna.

* No. 195 May Term 1961

-VS-

EDGAR M. CLAYTON
% Mrs. Ruth Ogden
314 Nicholes Street
Clearfield, Penna.

*

*

*

*

COMPLAINT IN ASSUMPSIT

NOW, to wit, this 19 day of July, 1962 comes Hiram G. Shaw, the Plaintiff, by his attorney and brings this action in assumpsit against the defendant, Edgar M. Clayton, in the above-entitled case, to recover the sum of One Hundred Sixty-five Dollars (\$165.00) with interest on the component parts thereof from due date upon a cause of action whereof the following is a statement.

1. Hiram G. Shaw was engaged in the business of repairing automobiles in his repair shop located at 550 West Front Street, Clearfield, Pennsylvania, and is presently retired, although living at the same address.
2. The Defendant, Edgar M. Clayton is a resident of Clearfield, Pennsylvania living at 314 Nicholes Street.
3. The Plaintiff at the Defendant's special instance and request on May 6, 1960, performed repair work on the defendant's automobile replacing damaged or worn parts or materials with new parts or materials.
4. The amount charged for the labor involved in the repair work was just and reasonable and was the price which the defendant orally promised to pay to the Plaintiff. The prices charged for the new parts and materials were just and reasonable, and were the wholesale prices

which the Defendant orally promised to pay to the Plaintiff.

5. That immediately following the completion of the repair work the Defendant drove the automobile around the block as a test run and appeared satisfied that it was satisfactorily repaired. By check dated May 9, 1960, the Defendant paid the Plaintiff the amount due for the repair work and materials used in the amount of One Hundred Sixty-five (\$165.00) Dollars.

6. That after the check was cashed the Defendant stopped payment thereon and the Plaintiff was unable to obtain the money for said repair work and materials used. Said check and notice from the County National Bank at Clearfield, Penna. are attached hereto and made a part hereof and marked Plaintiff's Exhibit "A".

7. That the Plaintiff demanded payment from the Defendant in the amount of One Hundred Sixty-five (\$165.00) Dollars with interest on the component parts thereof from due date, but the Defendant has refused to and still refuses to pay the same or any part thereof.

8. That the Plaintiff filed a statement of claim with Harry G. Ganoe, Justice of the Peace and Summons in Assumpsit was issued April 4, 1961, and made returnable April 11, 1961. On said return day hearing was held in the office of Harry G. Ganoe, Justice of the Peace, with the Plaintiff and his attorney, William C. Chase appearing. The Defendant, appeared in person and was not represented by council.

9. That at said hearing judgment was given the Plaintiff against the Defendant in the amount of One Hundred Sixty-five (\$165.00) Dollars and costs in the amount of Fifteen (\$15.00) Dollars.

10. That on April 28, 1961, the Defendant requested a transcript of the judgment from the Docket of Harry G. Ganoe, Justice of the Peace.

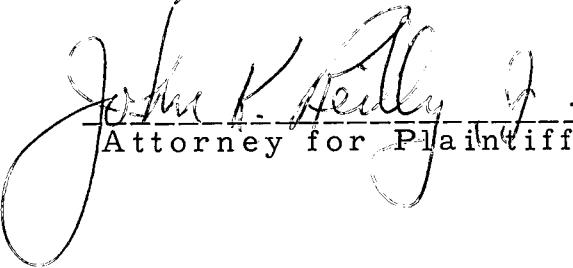
and appealed said judgment.

11. That the Defendant posted bond in the amount of Two-Hundred (\$200.00) Dollars, counter signed by Mr. Roy H. Fink of New Millport, Pennsylvania.

12. The contract between the parties was oral.

13. The Plaintiff avers that the Defendant is not entitled to offset credits or other deductions but the whole amount of said obligation remains due with interest.

WHEREFORE, the plaintiff brings this action to recover the said sum of One Hundred Sixty-five Dollars (\$165.00) with interest on the component parts from the due dates and costs of suit.


John K. Reilly, Jr.
Attorney for Plaintiff

COMMONWEALTH OF PENNSYLVANIA

COUNTY OF CLEARFIELD

HIRAM G. SHAW, being duly sworn according to law, deposes and says that the facts set forth in the foregoing Complaint are true and correct to the best of his knowledge and belief.

Hiram G. Shaw

Sworn and subscribed to before

me this 19 day of July, 1962.

Carl E. Walker

PROTHONOTARY
My Commission Expires
1st Monday Jan. 1966

PLAINTIFF'S EXHIBIT "A"

THE COUNTY NATIONAL BANK
AT CLEARFIELD, PA.

H. H. Shaw	
We Charge Your Account and return it	
Check Drawn by	<i>John</i>
On	<i>12/15/2023</i>
Account Trusted	Endorse with Pen and
Amount Wrong	Insufficient Funds
Counter-Signature Required	No Account
Dated Ahead	No Funds
Drawn Against Uncollected	No Orders to Pay
Checks	No Reasons Given
Endorsement Missing	Safe Date
Endorsement Not Witnessed	Payment Refused
<i>We are changing</i>	

See with for reason marked (X) below:		AMOUNT	FEES	TOTAL
Payment Stopped	<input type="checkbox"/>			
Receipt Required	<input type="checkbox"/>			
Recall	<input type="checkbox"/>			
Sent to us in error	<input type="checkbox"/>			
Signature Incomplete	<input type="checkbox"/>			
Signature Missing	<input type="checkbox"/>			
Signature Not Authorized	<input type="checkbox"/>			
Witness to Signature	<input type="checkbox"/>			
By _____		THE COUNTY NATIONAL BANK AT CLEARFIELD		
P.D.				

